

Name of Claimant NISHIKAZE Yasaburo (George)

Case 1380

Custodian File 1356

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
<u>PERSONAL PROPERTY</u>										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
						2000.00				1000.00
TOTAL RECOMMENDATION										1000.00

CASE NO: 1380.

JAPANESE PROPERTY CLAIMS COMMISSION

Montreal, P.Q.,

June 9th, 1948.

IN THE MATTER OF THE CLAIM OF
(GEORGE) YASABURO NISHIKAZE.

PROCEEDINGS AT HEARING.

Discussion.
G.Y. Nishikaze,
In Chief.

MR. OUIMET: The next, and I may say with wistfulness,
t the last claim, is Mr. Nishikaze's claim and this
arises from evidence that was adduced in Toronto on
May 13th, 1948, in connection with a claim by one
Mr. Shimizu. At page 15 of the transcript of evi-
dence the claimant there answers Mr. Best saying
that Mr. Nishikaze is in Montreal and is going to
claim for the business and fixtures .

THE COMMISSIONER: What claim number was it in Montreal?

10 MR. OUIMET: #1041, and here Claim No. 30.

THE COMMISSIONER: And in whose name was Claim 1041?

MR. OUIMET: Shoji Shimizu.

THE COMMISSIONER: We had better give this claim its own
number, Mr. Secretary, 1380, and we will have to
relate it to the evidence in Claim No. 1041.

(GEORGE) YASABURO NISHIKAZE, the claimant
herein, being first duly sworn,
testified through the Interpreter
as follows:

20 MR. OUIMET: Should I file the proceedings, my lord,
at Mr. Shimizu's hearing in this particular case?

THE COMMISSIONER: I think not. I will relate this
claim to the evidence in claim No. 1041.

MR. OUIMET: The relevant evidence, my lord, is contained
at pages 15 and 16 of the transcript of evidence
in the Shimizu case.

THE COMMISSIONER: Yes, very good. This was the man
that had the restaurant in Prince Rupert, was it?

MR. OUIMET: That is right.

30 MR. HUNTER: I am in a position, my lord, where I am

G.Y. Nishikaze,
In Chief.
Discussion.

advised from the file here that this man signed away his interest in the building and land and contents of the building to Shoji Shimizu. It states here that there is a release signed by him and by Shotaro Shimizu and witnessed by P.H. Russell who is a solicitor in the Custodian's office, and they both release their interest in the building and the contents to the claimant, but it points out that this file was still down in Toronto, and they couldn't get the release here to put in. It is under file 8894.

10 THE COMMISSIONER: You have that information, go ahead, Mr. Ouimet.

MR. OUIMET: The original claim, my lord, was for \$11,025.00, together with \$875.00 for personal property. There will be \$11,025.00 for the business, apparently. We are amending the original claim as follows, personal property, restaurant and rooming house, Dominion Cafe, Prince Rupert, estimated goodwill \$5000.00, estimated value \$5000.00.

20 THE COMMISSIONER: Now, what did he own?

A He was a life tenant and owner of a half interest.

THE COMMISSIONER: A life tenant of what?

MR. OUIMET: A life tenant of the restaurant and rooming house.

THE COMMISSIONER: Have you something registered to establish that title?

MR. OUIMET: There is a lease dated the 17th of March, 1942. That is all I have here, my lord.

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G.Y. Nishikaze,
In Chief.
Discussion.

THE COMMISSIONER: For what term?

MR. OUIMET: For the term of two years.

THE COMMISSIONER: Now, do you contend that the Custodian sold the leasehold interest? It is most unusual if he did.

MR. OUIMET: Well, my lord, if your Lordship would just give me two minutes to go into it with Mr. Gilbert, because really I didn't interview the claimant and I am in no position to give good answers to that. We won't be very long, my lord.

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THE COMMISSIONER: We will recess then for a few minutes.

(PROCEEDINGS RESUMED AFTER SHORT RECESS)

GEORGE YASUBURO NISHIKAZE, resumed:

MR. OUIMET: My lord, from what I have been able to ascertain, the question when dealt with in Toronto, was even found puzzling by Mr. Best.

THE COMMISSIONER: Yes, I recall it now.

MR. OUIMET: And at page 14 of the summary of evidence the claimant, Mr. Shimizu, when questioned by Mr. Best answers as follows:

20

"Q: Have you the lease?

"A: No, I haven't got it. What I am claiming now is the land and buildings.

"Q: And about the fixtures and chattels?

"A: The claim is made by Mr. Nishikaze in Montreal."

And then your Lordship said quite rightly,

"So that may make for a complication".

30

Now, we are informed that while Mr. Nishikaze

G.Y. Nishikaze,
In Chief.
Discussion.

apparently had an interest in the business and in the fixtures, unfortunately he has no written evidence to establish that, but he can by presumptions and by inferences establish he actually had been carrying on business at that place for about twenty years, and that Mr. Shimizu, the owner of the premises, did not claim the fixtures, except those that really formed part of the real estate. Therefore, he claims the balance as having been his property and the business as having been sold as a going concern, it first having been leased for two years as a going concern with Mr. Shoji Shimizu's intervention in the lease in pursuance of the "Leaseholds Act", on the 17th of March, 1942, to one John Gurvich by Mr. Nishikaze and Mr. Shimizu, Mr. Nishikaze being the present claimant; and, secondly, having been taken possession of by the Custodian and sold by the Custodian at the expiration of the two years lease.

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20 THE COMMISSIONER: What did the Custodian sell?

MR. OUIMET: Apparently the Custodian sold the real estate which belonged to Mr. Shimizu, whose claim was heard in Toronto under No. 1041, and also the business as a going concern and the personal chattels of Mr. Nishikaze.

THE COMMISSIONER: What I suggest you do is put in your documents in proof of the claim which this claimant has and I will take that material into account along with the claim of Shimizu and see what I can work out on it. I gather from

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G.Y. Nishikaze,
In Chief.
Discussion.

Mr. Hunter's prior statement that he has not the material here that might be helpful to us. I would like you to ascertain, Mr. Ouimet, what this claimant has to say about having transferred his interest in these chattels, if they are chattels, or fixtures, if they are not chattels, to Shimizu. That, I gather from Mr. Hunter, was done. At least he is instructed it was done.

MR. OUIMET: I have a power of attorney here signed
10 and sealed, which I wanted to file, Here it is.

DIRECT EXAMINATION BY MR. OUIMET:

Q Mr. Nishikaze, you are the claimant in this case, are you not? A: Yes.

Q Would you file a power of attorney from Shotaro Shimizu to yourself dated the 2nd of March, 1948, as Exhibit No. 1? A: Yes.

MR. OUIMET: I am filing this for what it is worth, my lord. It gives a general power of attorney to claim whatever interest on behalf of Mr. Shimizu, if
20 he has any, in the fixtures.

(POWER OF ATTORNEY MARKED EXHIBIT NO. 1).

Q Would you take communication of a personal property claim for \$5000.00, being goodwill on a restaurant and rooming house and cafe, Prince Rupert, apparently bearing your signature, identify the claim and your signature and file the same as Exhibit No. 2?

THE COMMISSIONER: Is it a rooming house and restaurant?

MR. OUIMET: Restaurant and rooming house, my lord.

30 A Yes.

G.Y. Nishikaze,
In Chief.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. OUIMET: Q: Would you take communication of a personal chattels claim form in three pages, the first for \$4,775.00, being restaurant equipment, the second, furniture and furnishings for 30 rooms, at \$50.00 per room, and the third, chattels for \$875.00, being household effects contained in four rooms of the Dominion Cafe and occupied by Mr. Y. Nishikaze, identify this personal chattels claim which amounts to a grand total of \$7,150.00, less \$2,000.00 amount credited by Custodian, leaving a net total claim of \$5,150.00. Will you identify your signature and the claim and file the claim in three pages as Exhibit No. 3?

THE COMMISSIONER: He has signed the document, has he?

MR. OUIMET: Yes, my lord.

THE COMMISSIONER: Q: Tell him to identify his signature?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 3).

MR. OUIMET: Q: Would you take communication of a lease, or form of lease, dated the 17th of March, 1942, under private seal, between Tom Shimizu and George Nishikaze, lessors, and John Gervich, lessee, and Shoji Shimizu, of the third part, owner, and file this as Exhibit No. 4?

A Yes, that is my signature.

(LEASE MARKED EXHIBIT NO. 4).

Q Now, is there anyone who speaks English who could testify in your place ?

A: Yes.

30 Q Who is he?

A: Mr. Yamoka.

G.Y. Nishikaze,
In Chief.
E. Yamoka,
In Chief.

MR. OUIMET: Yes, I will ask Mr. Yamoka to take the stand.

(Witness aside)

ERNEST NOBIBICHI YAMOKA, a witness called on behalf of the claimant herein, being first duly sworn, testified as follows:

THE COMMISSIONER: Now, Mr. Ouimet, is there anything that this witness can say that is not covered in the claim forms that have been filed?

MR. OUIMET: Well, I would like him to give a brief explanation of the situation, my lord, because he has a personal knowledge of it.

THE COMMISSIONER: Very well.

DIRECT EXAMINATION BY MR. OUIMET:

Q Mr. Yamoka, you have personal knowledge of the situation of the respective parties in this present case? A: Yes.

Q Would you give a brief explanation of their respective situations, as regards the owner, Mr. Shimizu, and as regards the business and the ownership of the chattels, fixtures, and the business as well? A: Well, Mr.

Shimizu and Mr. Nishikaze have been in partnership for about 25 years.

Q Do you know whether or not their partnership had ever been expressed in a deed in writing?

A No. As far as my knowledge goes, there is nothing.

Q But it is to your knowledge they had been in business?

30 A Yes, they had been in business.

E. Yamoka,
In Chief.

Q What kind of a business was it?

A A restaurant business.

THE COMMISSIONER: Could we get the statement from the witness and then have any examination you wish or any questions you wish to put about it afterwards?

Q Tell us what the picture is, will you?

A They have been in business so long, but in 1940, I think, these people who owned the land and property and building sold it.

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MR. OUIMET: Q: Who did?

A These two partners, Mr. Nishikaze and Shotaro Shimizu, the father of Shoji, but in 1940 Shoji bought the property through the city.

Q Shoji Shimizu? A: Yes. It was at the tax sale. Apparently they didn't pay taxes for a number of years. When Shoji bought the property it was with the understanding that these people, Mr. Nishikaze, and his father, will carry on the business as life tenants.

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Q What was Mr. Nishikaze's father's name?

A George Yasaburo Nishikaze, and it was on the understanding because Shoji's father, he is a partner, and there were no documents or anything signed, you see.

THE COMMISSIONER: Q: Well the net effect of it was that Shoji acquired title to the land himself?

A Yes.

THE COMMISSIONER: All right, go on.

30 MR. OUIMET: Q: And then about the business itself, who

E. Yamoka,
In Chief.

operated the business?

A Well, the two partners, Mr. Nishikaze and Mr. Shotaro Shimizu.

Q Shotaro, not Shoji? A: Shotaro, not Shoji. Shoji worked in the business.

Q Now, is it to your knowledge that Mr. Nishikaze and Mr. Shimizu ever transferred their interest in the business to someone else?

A No.

10 Q At the time of evacuation, do you have any knowledge as to whose hands the business was?

A The business was in the two people's hands, the two partners.

Q And you knew that they leased the business for two years to Mr. Gurvich?

A Yes.

Q And is it to your knowledge whether or not that this business eventually was sold by the Custodian?

A I beg your pardon?

20 Q Is it to your knowledge whether or not this business eventually was sold by the Custodian after Mr. Gervich ceased to be the lessee?

THE COMMISSIONER: How could this witness know? He was evacuated.

MR. OUIMET: He might have come to know about it, my lord.

THE COMMISSIONER: Told by somebody?

MR. OUIMET: Yes.

A Yes, I read through the correspondence and I know.

30 Q Now is there any other information you can volunteer

E. Yamoka,
In Chief.

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in the presence of the Commissioner at the present time?

A: Well, there is general opinions which I can express maybe as you keep on questioning me.

THE COMMISSIONER: Q: You see, Mr. Yamoka, I have had filed before me fairly complete statements showing the various assets which Mr. Nishikaze claims. I do not need anyone to go over this again. Now, counsel is asking you is there anything else that has not been put in before me that you can assist us with?

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A Well, one thing I might say is the lease given to Mr. Gurvich was given with an understanding that he being contractor would maintain the building, you see, and make little repairs to it wherever it is necessary, and that is the reason the rent was agreed upon as being \$160.00 which was very cheap, you see, and another thing I might say is this, that the people from Prince Rupert had only about a week's notice to evacuate and with people who were in business it was almost impossible to get everything in order before they left, and the lease and everything was done in a short time without very much thought except to get it through and get out, and for that reason a certain discrepancy might exist, I mean in figures, such as little changes from original claims, and that is caused by it and once that started, or once they started to itemize they discovered what they originally reported to the Custodian was far from

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E. Yamoka,
Discussion.

being too small.

THE COMMISSIONER: All right, thank you.

MR. OUIMET: Thank you very much. I don't believe the claimant can add anything more, my lord.

THE COMMISSIONER: I do not think so. It is going to take some effort on the part of the Custodian's representatives, as well as myself, to work it out, but you can rest assured that every effort will be made to deal fairly with both the claimants.

10 THE WITNESS: Your Honour, could I say a few more words? It is in regard to the claim that Mr. Gurvich makes of having done repairs.

MR. OUIMET: That has nothing to do with this claim, Mr. Yamoka. Thank you very much.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

J. P. Horrobin

"T.P. HORROBIN"

OFFICIAL REPORTER.

base 1380

DEC - 5 1947

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

ACKNOWLEDGED

1356

month

31

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME NISHIKAZE YASABURO (GEORGE) (RCMP) Reg. No. 10518
(Print) Surname Given Name

(2) Pre-Evacuation Address 714 - 3rd Ave., Prince Rupert, B.C.

(3) Present Address 7475 St. Aubin St., Montreal, P.Q.

(4) REAL ESTATE

(a) Street Address (if any) _____
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) _____

(c) Type of Real Property (cross out words which do not apply):

- (i) ~~Farm~~
- (ii) Residence Type of business Restaurant & Rooming House
- (iii) Business
- (iv) ~~Any other type of property (describe)~~

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Life tenant and owner of half interest

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land	- - - - -	\$	<u> </u>
(ii) Buildings	- - - - -	\$	<u> </u>
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable)	- - - - -	\$	<u>11025.00</u>
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value)	- - - - -	\$	<u>11025.00</u>
(v) Amount at which Custodian sold property and credited your account	- - -	\$	<u>2000.00</u>
(f) Loss (This figure is arrived at by deducting item (v) from item (iv))	- - -	\$	<u>9,025.00</u>

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

714 - 3rd Ave., Prince Rupert, B.C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

own business premises

(c) How stored or packed at time of evacuation

Rented as was.

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

John Kurvich - lessor

(e) Itemized description of personal property which is the subject of the claim:

1. Electric piano	Estimated Value \$	250.00
2. Sewing Ser (8 pcs)	Estimated Value \$	200.00
3. Living Rm Ser (3 pcs)	Estimated Value \$	150.00
4. Book Cases (2)	Estimated Value \$	80.00
5. Rugs (2)	Estimated Value \$	50.00
6. Curtains (4 pairs)	Estimated Value \$	30.00
7. Drapes	Estimated Value \$	15.00
8. Linoleum	Estimated Value \$	5.00
9. Gramophone & 6 framed pictures	Estimated Value \$	60.00
10. Coffee Table & Floor Lamp	Estimated Value \$	35.00
TOTAL CLAIM FOR PROPERTY LOSS \$		875.00

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 9,900.00

(6) (a) Place at which claimant prefers to be heard.
(Vancouver, Kamloops, Nelson, Lethbridge,
Moose Jaw, Winnipeg, Toronto or Montreal.)

Montreal

(b) Do you require the services of an interpreter at the hearing? Yes or no yes

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
of)
TO WIT:)

Yasaburo Gishikage

I, Yasaburo Gishikage of the 7475 St. Aubin St
of Montreal in the Province of Quebec

DO SOLEMNLY DECLARE THAT:
The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the city)
of Montreal)
in the Province of Quebec)
this 29 day of November,)
A.D. 1947.)

Jane Ledue
A Commissioner et. c.

N.B.— THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C. BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

I, SHOTARO SHIMIZU, of the City of Edmonton,
in the Province of Alberta, Rooming House Keeper, DO
HEREBY APPOINT George Nishikaze, my Attorney to act for
me and on my behalf, in connection with any and all
claims that I have or may have against the Government
of the Dominion of Canada, or any commission or agency
it has created for the consideration of such claims,
arising out of the sale of the furniture, fixtures,
stock-in-trade and equipment of the Rooming House and
Restaurant formerly operated by me in partnership with
the said George Nishikaze, at Prince Rupert, British
Columbia, with full power to my Attorney to make any
settlement, compromise or arrangement as he may deem fit,
and I hereby covenant, in consideration of his acting as
aforesaid, to ratify anything that he may do in this
behalf.

DATED at the City of Edmonton, in the Province
of Alberta, this 2nd day of March, A. D. 1948.

SIGNED, SEALED AND DELIVERED)
in the presence of:

Angeline Adams
.....

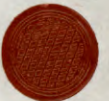
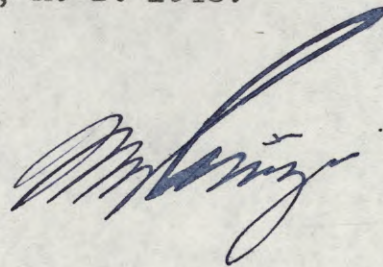


EXHIBIT No. 1380 - 1
DATE 9 June 1948
FILED BY R. O. mine!

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, ANGELINE ADAMIC, of the City of
Edmonton, in the Province of Alberta,
Stenographer, MAKE OATH AND SAY:-

1. THAT I was personally present and did see
Shotaro Shimizu, named in the within Instrument, who is
personally known to me to be the person named therein, duly
sign and seal the same for the purpose named therein.

2. THAT the same was executed at the City
of Edmonton, in the Province of Alberta, and that I am the
subscribing witness thereto.

3. THAT I know the said party and he is in
my belief of the full age of twenty-one years.

SWORN before me at the City)
)
of Edmonton, in the Province)
)
of Alberta, this 2nd day of)
)
March, A. D. 1948.)

Angeline Adamic

[Signature]
A COMMISSIONER FOR OATHS.

^K
NISHINAZE, Yosaburo

(Claimant's Name)

PERSONAL PROPERTY

(Business)

10518

Reg. No.

Type of BUSINESS	Location	Gross Turnover 1941	Average Mark Up	Net Income 1941	Estimated Value of Goodwill
Restaurant and rooming house	Dominion Cafe, Prince Rupert	\$20,000.	\$5000. (net income for both partners)		\$5000.
Description of Stock- in-trade at evacuation (Attach inventory with cost prices)	Whether prices mentioned are wholesale or retail:	I PURCHASED THE BUSINESS			
		Date of Purchase	Price	Value Stock Date of Purchase	Value of Furniture equipment and Fix- tures at date of purchase
					Value of Goodwill at date of purchase:
				1918 - fixtures and equipment for restaurant business	\$4000.
				1926 - furniture and household furnishings (30 rooms)	5000.
					\$9000.

Furniture equipment and fixtures acquired after purchases:

Description	Date Acquired	New or Used at Date Acquired	Price Paid	Condition when Evacuated:	Estimated value at date of Evacuation:
The inventories of (1) restaurant equipment, etc. (2) rooming house furnishings, etc. (30 rooms, and (3) furniture and household effects (4 rooms) indicate the furniture and fixtures acquired.					

List of Accounts Receivable and Accounts collected by Custodian Attached:

Method of Storage and Arrangements Made at Time of Evacuation:

Additional comments, if any:

EXHIBIT No. 1380-2
 DATE 9 June 1948
 FILED BY R. O. Minet

Summary

Estimated Value \$5000.
 Sold by Custodian _____
 Claim \$5000.

Yosaburo Nishinaze
 Signature

^K
NISHINAZE, Yosaburo
 (Claimant's Name)

PERSONAL CHATTELS

10518

Reg. No.

INVENTORY OF FURNITURE, FIXTURES and RESTAURANT EQUIPMENT OF DOMINION CAFE

<u>Description of Major Items (and particularly of goods lost, stolen or destroyed)</u>	<u>Approximate Date Purchase</u>	<u>New or Used When Purchased</u>	<u>Price Paid</u>	<u>Condition when Evacuated</u>	<u>Estimated value at Date of Evacuation</u>
Washing machine & ironer	1940	New	\$450.	Good	\$ 395.
Typewriter	1935	"		"	75.
Ice cream refrigerator	1940	"		"	255.
Electric record player machine	1941	"	900.	"	600.
Cash register	1935	"		"	125.
Baker stove	1928	"	500.	"	225.
cook stove	1928	"	750.	"	500.
Refrigerator	1935	"	1000.	"	700.
Oil Burner (1200 gallon tank)	1935	"	1300.	"	1100.
Meat cutter	1940	"	100	"	75.
Coffee urn	1936	"	150.	"	100.
4 plate glass mirrors					240.
8 tables & 45 chairs					225.
15 stools					45.
show case					65.
stock of chinaware, cutlery, etc.					250.

The claimant is claiming on the chattels listed above valued at \$4775.00.

\$4775.

Description of Storage of Goods:

Complete summary

Estimated Value	(1) Restaurant equipment	\$ 4775.
<u>General Statement as to Chattels not Described above:</u>	(2) Furniture and furnishings (30 rooms)	1500.
	(3) Furniture & furnishings (4 rooms)	875.
		<u>\$7150.</u>
	Sold by Custodian	2000.
	Claim	<u>\$5150.</u>

EXHIBIT No. 1380-3
 DATE 9 June 1948
 FILED BY R. O'Connell

Additional Comments, if any:

Yosaburo Nishinaze
 Signature

NISHIMAZU, Yosaburo

(Claimant's Name)

PERSONAL CHATTELS

10518

Reg. No.

INVENTORY OF FURNISHINGS CONTAINED IN 30 ROOMS OF THE DOMINION CAFE

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
Beds (27 - $\frac{3}{4}$ and double) (7 single)					
Each room contained					
Bed					
Bureau					
Table					
chair					
mattress, sheets & bedding					
carpet					
framed picture					
The claimant places an estimated value on the furniture and furnishings of each room at \$50.00.					
30 rooms at \$50.00 per room =					\$1500.

The claimant is claiming on the chattels listed above.

Description of Storage of Goods:

The chattels were leased by the claimant at the time of evacuation to Mr. J. Gurvich.

General Statement as to Chattels not Described above:

Additional Comments, if any:

The claimant purchased furniture and furnishings for the 30 rooms in 1925 for \$5000. Between 1925 and 1942 the claimants purchased replacements of furniture and furnishings for the 30 rooms at \$4000.

Yosaburo Nishimazu
Signature

^KNISHIHAZE, Yasaburo
(Claimant's Name)

PERSONAL CHATELS

10518

Reg. No.

INVENTORY OF FURNITURE AND HOUSEHOLD EFFECTS CONTAINED IN 4 ROOMS OF THE DOMINION CAFE OCCUPIED BY Mr. Y. NISHIHAZE

<u>Description of Major Items</u> (and particularly of goods lost, stolen or destroyed)	<u>Approximate</u> <u>Date Purchase</u>	<u>New or Used</u> <u>When Purchased</u>	<u>Price Paid</u>	<u>Condition when</u> <u>Evacuated</u>	<u>Estimated value</u> <u>at Date of Evacuation</u>
Electric Piano	1930	New	\$1100.	Good	\$250.
8 piece dining room set	1935	"	400	"	200.
3 piece living room set	1930	"	450.	"	150.
2 book cases	1930	"	175.	"	80.
2 rugs (9 x 12 and 10 x 14)	1930	"	100.	"	50.
Curtains (4 sets)	1941	"	40.	"	30.
Drapes (velvet)	1941	"	25.	"	15.
Linoleum	1941	"	9.	"	5.
Gramophone with records estimated at \$200.	1927	"	250.	"	30.
6 framed pictures		"	60.	"	30.
coffee table	1941	"	30.	"	25.
floor lamp	1941	"	15.	"	10.
					<u>875.</u>

The claimant is claiming on the chattels listed above valued at \$875.00.

Description of Storage of Goods:

The chattels were included in a lease with Mr. J. Gurvich.

General Statement as to Chattels not Described above:

Additional Comments, if any:

Yasaburo Nishihaze
Signature

This Indenture

Made the **Seventeenth** day of **March** in the year of Our

Lord one thousand nine hundred and **forty-two**

In Pursuance of the "Leaseholds Act"

Between

TGM SHIMIZU and GEORGE NISHIKAZE, of the City of Prince Rupert, in the Province of British Columbia, Restaurateurs

hereinafter called the Lessor of the FIRST PART; and

JOHN GURVICH, of the same place, Contractor,

Hereinafter called the Lessee, of the SECOND PART; and

SHOJI SHIMIZU, of the same place, Restaurateur

hereinafter called the ^{Owner} ~~Lessee~~ of the ^{THIRD} ~~SECOND~~ PART;

Witnesseth that in consideration of the yearly Rents, Covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee

His Executors, Administrators and Assigns, ALL AND SINGULAR: That certain parcel or tract of land situate, lying and being in the City of Prince Rupert in the Province of British Columbia, and being more particularly known and described as Lot Sixteen (16), in Block Twenty-three (23), Section One (1), according to registered map or plan of the said Townsite deposited in the Land Registry Office at Prince Rupert aforesaid, and numbered 1923,- and being the premises known as the Dominion Cafe and Dominion Rooms; together with all furniture and fixtures of whatsoever kind situate in the said building, including, without limiting the generality of the foregoing, all Restaurant fixtures and utensils, it being understood that twenty-one (21) rooms are fully furnished, and ten (10) rooms partly furnished.

IT IS UNDERSTOOD AND AGREED that the Lessee is acquiring the said Dominion Cafe and Dominion Rooms as a going concern, and will be entitled to use the said names at his discretion.

POSSESSION of the premises to be given on the Nineteenth day of March, A.D. 1942, and all accounts, room rents, etc. shall be adjusted as of that date.

EXHIBIT No. 1380-4
 DATE 9 June 1948
 FILED BY R. Druemel

From the **Nineteenth** day of **March** --
one thousand nine hundred and **Forty-two**

for the term of **two years** next ensuing

Buildings and Paying, therefor, **to the Lessors, their** heirs or assigns
the clear yearly rent or sum of **Nineteen Hundred and Twenty Dollars** - (\$1,920.00) of lawful

money of Canada, payable on the following days and times, that is to say:
The sum of One Hundred and Sixty Dollars (\$160.00) per month, in advance, on the Nineteenth day of each and every month, the first of such payments to be made on the execution of this Lease.

And the said Lessee **his** Executors, Administrators, COVENANT with the said Lessor **s**
to pay rent, and to pay taxes, and to repair (reasonable wear and tear and damage by fire and tempest excepted); **and** that the said Lessor may enter and view state of repair;

And that the said Lessee will repair according to notice (reasonable wear and tear and damage by fire and tempest excepted);

And will not assign or sub-let without leave; **And** will not carry on any business that shall be deemed a nuisance on the said premises;

And that **he** will leave the premises in good repair (reasonable wear and tear and damage by fire and tempest excepted);

~~And~~ will at all times during the said term maintain the garden of the said premises in good order and properly planted and watered, and the lawns, if any, properly cut and watered.

And also that if the term hereby granted shall be at any time seized or taken into execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, **The** then current quarter's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down or damaged by fire, so as to render the same unfit for the purposes of the said Lessee then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee

Proviso for re-entry b
not; or on non-perform
causes aforesaid.

The said LESSOR **S**

Provided Always a
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month to month and sh

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THE OWNER HEREBY
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In Witness Whereof

Signed, Sealed an
IN THE PRESEN

Handwritten signatures and notes:
By *[Signature]*
Witness *[Signature]*
as a *[Signature]*
M.G. Fuller
Luben
as to signatures
witnesses as they

Proviso for re-entry by the said Lessors on non-payment of Rent, whether lawfully demanded or not; or on non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

The said LESSORS COVENANT with the said LESSEE for quiet enjoyment.

Provided Always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted, and the said Lessor shall accept rent at the rate hereby reserved, the new tenancy thereby created shall be a tenancy from month to month and shall be subject to the like conditions and covenants as are herein contained.

THE LESSORS hereby GIVE AND GRANT unto the Lessee the exclusive right or option of a renewal of the within lease on the same terms and conditions, for a further period of three (3) years upon the expiration of the within Lease, upon giving three months' notice in writing to the Lessors, before termination of the within lease, of his intention to exercise such option; such notice to be given by a letter addressed to the Lessors, Prince Rupert, B.C. PROVIDED, however, that if the Lessors shall be allowed by the Government to resume their said business, this option shall be void and the lease shall absolutely determine at three (3) months after such right shall accrue to the Lessor; but this proviso shall not affect or terminate the two year lease hereby granted, but only the right of tenancy under the option.

THE OWNER HEREBY CONSENTS to the within lease and option, and undertakes that the Lessors have a right to grant same as a sub-lease.

In Witness Whereof the said parties have hereunto set their hands and Seals

Signed, Sealed and Delivered
IN THE PRESENCE OF

[Handwritten signatures and names]
Prince Rupert B.C.
as to signatures, *[illegible]*
witnesses as *[illegible]*

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Affidavit for Witness

To Wit:

I, _____, of the _____, of _____, in the Province of British Columbia, make oath and say:—

1. I was personally present and did see the within instrument duly signed and executed by _____ the part thereto, for the purposes named therein.
2. The said instrument was executed at _____
3. I know the said part _____, and that _____ of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____
 in the Province of British Columbia, this _____
 day of _____, 19____

A Notary Public in and for the Province of British Columbia
 A Commissioner for taking affidavits within British Columbia

Dated 17th day of March 1942.

James

TOM SHIMIZU and GEORGE NISHIKAZE

—TO—

JOHN GURVICH

Shoji Shimizu

Dated

March 19th, 1942

—TO—

March 18th, 1944

WILLIAM O. FULTON
BARRISTER & SOLICITOR
PRINCE RUPERT B.C.

Victoria Ptg. & Pub. Co., 521 Yates St., Victoria, B.C.

For Maker of a Deed

I HEREBY CERTIFY that, on the 17th day of March, 1942,
 at Prince Rupert, in the Province
 of British Columbia

Tom Shimizu and George Nishikaze and Shoji Shimizu whose identity has been
 proved by the evidence on oath of _____

who is] personally known to me, appeared before me and acknowledged to me that they are
 the persons mentioned in the annexed instrument as the makers thereof, and whose name
are subscribed thereto as parties, that they knows the contents thereof, and that
they executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereto set my hand and Seal of Office at
Prince Rupert, B.C., this 17th day of
March, in the year of our Lord one thousand nine hundred
 and forty-two.

A Notary Public in and for the Province of British Columbia
 A Commissioner for taking affidavits within British Columbia

Note.—Where the person making the acknowledgment is personally known to the officer taking the same,
 strike out the words in brackets.

February 7th 1950.

MAMORANDUM

EXHIBIT No. 1380-5

DATE Jul 28/50

FILED BY

Counsel

2 x 5
MAV

To: Mr. Braidwood

FROM: Mr. Macdonald

Re: CaseNo. 1380. Yasaburo NISHIKAZE

This is a claim in the amount of \$7,150.00 for certain equipment in a Cafe, certain equipment of a rooming house and certain household effects all in Prince Rupert. You will see that the Custodian Analysis treats the whole claim, except \$1,100.00 for an oil burner which is a fixture, as having been sold by tender for \$2000.00. However, only certain of the items are included in the bill of sale. The fact is that a complete inventory of the goods of these claimants was not taken, and when in 1944 a list was made up covering articles which the tenant by his signature agreed belonged to the owners and should go in the bill of sale, it is stated specifically by Appraiser Shortridge that certain chattels and chairs had been discarded.

After supplying an inventory for the building and equipment at \$14,500.00, as you will see by the master file, the Appraiser gave a breakdown of his valuation and valued the chattels at \$4,800.00. However, between his original appraisal at \$14,500.00 and the breakdown of that figure, Appraiser Shortridge had by taking into account equipment brought on the place, and improvements made by the tenant, reduced his appraisal to \$11,000.00. It is impossible to say to what degree the chattel valuation of \$4,800.00 covers goods of the tenant and goods of the owners.

-Declaration \$6000

In view of the Claimant's J.P. Declaration, the general description of his chattels in the lease he gave the tenant of the Cafe and rooms, and the fact that no proper inventory or appraisal of his chattels was made, we have agreed on an award in this case of \$1000.00 in lieu. As you will note, in the ordinary course the man would be getting 12% of \$2000.00 anyway.

JAM/MS